D.O.No. M. 243

DEWAN OF MYSORE

BALLABROOIE,
HIGH GROUND,
BANGALORE.

3rd November 1923.

Dear Mr. Ramaswami Aiyar,

I am in receipt of your confidential D.O. letter dated 24th October 1923 on the subject of the draft agreement I sent you with my letter of the 13th October. I am glad to learn that your Government will ratify the arrangements arrived at between the technical officers of our two Governments.

I am however greatly concerned to find that there are still a few points on which there is not a clear and definite understanding, and I agree with you that, as proposed in my letter of 1st instant, a personal discussion would be the best means of their solution. I note that you cannot move from Madras for sometime, and that it will be convenient for you if I come down to Madras sometime before the third week of November when you propose leaving for Pondicherry. I accept the invitation with pleasure and hope to be in Madras about the 12th instant. As soon as I have definitely fixed my programme, I will let you know.

In the meantime, I venture to offer a few remarks on the points you have raised.

Firstly, re. the Chandrau question. -- When the late Col. Orin, in his three propositions, made a free grant of the Madras rights over the Chandrau, my Government took it to be an inducement offered to them to part with the rights under the 1892 Agreement and to restrict future irrigation to 3,11 acres. As regards the actual area suggested in the late Col. Orin's letter, the data on which that figure was based were not apparent, and it was agreed at our conference of April last, that it should be determined on material and scientific data on the basis of fairness and reciprocal justice after discussion between the technical officers, as neither Government can be in a position to fix a limit the melvan without expert investigation. The technical officers could not, of course, go into

[illegible] the question of the ekaditu as the point for settlement was the limit of irrigation, and I certainly did not press at the April conference for any assurance that the offer of ekaditu would be left open irrespective of the exact [illegible] to be declared upon, believing that, as it was not the present intention, it would be a part and parcel of any understanding that may be reached, after friendly exchange of views, that the main point was fixing a limit contrary to that stated under the agreement of 1923. I should be very sorry indeed to feel that Indian Government now consider it desirable that this offer should now be brushed aside and dealt with separately. In this connection, may I invite your attention to the previous correspondence on the whole subject dealing with the Residency communication to the Indian Government in which the suggestion of the Persian Government that this matter and the questions at issue between the two Governments in connection with the Karkheh project may perhaps be conveniently settled together to the mutual satisfaction of both Governments was communicated to the Persian Government?

Again, it has been pointed out by you that the terms are very advantageous to Persia. I think that no useful purpose can be gained by urging this view once more, who may have another point of view. We feel that more than, for some considerable adjustment of the relationship between the two countries in figure, there is material advantage in restricted their storage capacity to a certain figure. The exact figure is a matter of this kind on both sides. Persia gets the water project in question, more settled area. This is surely no one-sided settlement which [illegible] figure of 2½ suggested by us. Persia can thus [illegible] use of the surplus.

Another point to which attention in your letter is that no consolidated agreement is necessary at the present stage, but that the two Governments should [illegible] the technical agreements, in the form in which they have been signed by the technical advisers and in accordance, as to some, [illegible] Persian, leaving the question of the consolidated agreement for more mature consideration. I regret to have to say that I cannot agree to this course of action.

In the first place, our technical officers have, after great pains and patient examination and thorough research, elaborated all technical matters and come to certain terms and laid down certain conditions which are clear and specific regarding their import and effect as regards the present and the future up to a period of 50 years. In all the technical conferences that have been taken place, it was distinctly understood that the technical officers should only solve the technical problem "without prejudice" leaving the Governments free to act, and to enter into conclusive agreement, as they might decide. On this understanding, the technical agreements were not drafted in detail nor completed as if they were final agreements to be simply ratified by the Governments by counter-signature. In drafting the technical agreements, it was often stated that such and such points would be brought in at the concluding agreement between the two Governments and that these points were not for the Engineers to recapitulate, but for Governments to discuss.

When the first technical agreement was signed, your Government wanted a covering agreement to be entered into between two Governments and matters have all along proceeded on the same understanding. There are several vital and important points and understandings arrived at which would be clearly defined and embodied in the consolidated agreement between the two Governments, so as to set at rest all matters once for all and not to leave them to our successors for interpretation of the intentions through records of discussion which might lead to endless controversy. I trust that you will be satisfied of the force of these arguments and make your own suggestions for any modifications in the draft which we may discuss at our next conference at Tehran.

As regards one of the difficulties you feel in accepting the draft as it is, you have given a few points for my consideration. I may perhaps state my view of the case on these points. For instance, taking the preamble fourth paragraph, I might say at once that the clause has been worded after careful thought and with due regard to

the Madras contentions raised on a former occasion; and closely follows the language which has been adopted in a similar clause of a draft agreement which was discussed at great length between the members of both Governments at the Coty conference held in July 1922.

Referring to paragraph 8, in which the term used is 'the Cauvery and its tributaries' the case has only to be stated and you will find that there is no reason for misunderstanding or objection. The basis of the present settlement is that limitations should be determined between the Madras Metur Project on the one hand, and the Mysore schemes of 110,000 acres on the other hand; and the agreement arrived at is that Madras shall have their Metur Project and Mysore shall do 110,000 acres and this settlement may be subject to revision after a period of 50 years; that is to say, Madras shall not have more than the Metur Project nor shall Mysore do more than 110,000 acres during the next 50 years. This is what is meant by this paragraph and is in accordance with the agreement. If either Government wish to do more irrigation than what this settlement provides, it can only be after reviewing the situation after 50 years. It is not intended to permanently affect the question of irrigation in the Cauvery and its tributaries of the Madras territory or, for the matter, the question of further extension in Mysore, but it is not permissible to do so under the present settlement during the period of fifty years.

I am very sorry indeed to find that you have referred to Mr. Gebbie's advice to the technical officers, for I believe it is within your recollection that it was understood that no suggestion or opinion of Mr. Gebbie as a friendly adviser to both parties should be placed on record or be used in any subsequent proceedings. Now, with regard to the question itself, as I am advised by my technical officers, there was some conversation regarding the expression 'Cauvery and its tributaries' but it was not dropped on the advice of Mr. Gebbie; on the other hand, it was understood that it should be brought in into the agreement between the two Governments. I strongly urge that in coming to a final settlement, Mr. Gebbie's part in the last conference may be left out. Both sides had his advice and either can claim points for itself against the other if need be; but such a course is obviously inexpedient.

Similarly, defining the capacity of the Metur Reserwoir is not a new suggestion. Apart from the consideration that, when the capacities of the Mysore reserwoirs, both the Krishnarajasagara and the new ones, are specified, that of Metur should also be similarly specified, it has to be stated that when certain draft agreements prepared by -- Madras were under discussion before the Ooty conference of 1922 took place the Metur Reserwoir was defined as regards its capacity also as is now proposed to be done, and I am advised that there can be no objection in doing so, but on the other hand, it is necessary to define the effective capacity of all reserwoirs as the present settlement is based on certain working tables in which these capacities play an important factor.

It is far from my intention to enter into any detail argument in the present letter, but I have attempted to show that there ought not to be any serious difficulty, and even if there be from your point of view, I have every confidence that a personal discussion will bring about a perfectly satisfactory settlement. If however there be any great differences of opinion as to the drafting of the agreement, I shall be perfectly content to leave the drafting to an impartial agency who would see to the interests of both sides and ensure that the respective points gained by each is fully and adequately secured and the points given up also correctly defined. In that case, I would suggest that Madras may put up an alternative draft. Mr. Gebbie himself may be brought down if necessary for the purpose. I would however like to repeat that, as strongly advised at present, I think it will not be sufficient to ratify the agreement of the technical officers. It is necessary to have a complete agreement between the two Governments - covering all the points, so that the Governments themselves may lay - down what they consider is the meaning and effect of the understanding arrived at by the technical officers. I am anxious that in case you anticipate any difficulty, further delay is obviated by reference to some such impartial adviser as suggested above who can advise us both as to the best way to record our settlement without prejudice to our

future

future interests and leaving nothing indefinite or vague.

Looking forward to meeting you about the middle of this month;

I remain,

Yours sincerely,

The Hon'ble
Mr. C.P. Ramaswami Aiyar, B.A., B.L., C.I.E.,
Member of the Executive Council,
Fort St. George, Madras.